

## Town of Goshen Facility Rental Application 2021

Name of Organization				
☐ School or Youth Organization		☐ Non-Profit Organizations or Resident Group		
	For Profit Busines	s or Non-Resident Gr	oups	
Contact Person (print clearly)				
Mailing Address	City	State	Zip	
Email	_ Phone	Cell		
Alternate Contact (print clearly)	nate Contact (print clearly) Phone			
	RENTAL	INFORMATION		
Purpose:				
Estimated Attendance	Adults:	You	th:	
Time From:1	Го:			
Total Hours:	-			
Requested Date(s):		<del> </del>	or	
Recurring Every		of the month	rom to	
	FACILIT	Y REQUESTED		
Kobylenski Lodge (at Camp Cocl	hipianee) O	utdoor Spaces (at Ca	amp Cochipianee)	
☐ Main Lodge Large Room		Archery Range		
☐ Basement Meeting Room		l Beach		
☐ West Wing		Lower Field (Behind I	Main Building)	
☐ Kitchen		Soccer Field		
	C	Softball Field		
EQUIPMENT REQUESTED				
□ Tables: Quantity □ Chairs: Quantity				
□ TV □	□ DVD Player □ VH	IS Player □ Projector	□ Screen	

## Town of Goshen Facility Rental Agreement

#### AGREEMENT FOR USE OF THE TOWN OF GOSHEN, CT PROPERTY:

Foo:

The undersigned, herein known as the applicant, understands and agrees that he/she or the organization that he/she represents shall assume all risks for loss, damage, liability, injury, cost or expense that may occur during or as a result of use listed above; the applicant further agrees that in consideration of permission to use the property above, he/she and /or the organization will defend, indemnify, and hold harmless the Town Of Goshen and the Town Of Goshen employees and agents from and against all claims, liability, damages, and/or injuries to persons and property (including demands, losses, actions, causes of actions, damages, liabilities, expenses, charges, assessments, fines or penalties of any kind, and costs including attorney fees and litigations expenses) from any cause arising out of or relating (directly or indirectly) to this use of Town Of Goshen property. The applicant further agrees to be personally responsible for any damage sustained to the grounds, building, fixtures or equipment, as a result of their use of TOWN OF GOSHEN property. The applicant further certifies that he has read (or interpreted), understands and agrees to abide by any and all attached reservation policies of the TOWN OF GOSHEN.

Tec.		
Base Fee \$		
Security Deposit \$	(\$100 for everyone unless paid in full	or free to use)
\$ ====== TOTAL LICE	NSE FEE	
Payments Made:		
□ \$ security depo	osit payable upon signing of this agree	ement
□\$license fee p	ayable seven (7) days commencement	of license period
This agreement may not be assign	ned by the Licensee without the prior	express consent of the Town of Goshen.
Park and Recreation Director	Date	
Applicant's Signature	Date_	

All of Licensee's activities at the facilities at Camp Cochipianee shall be carried out in accordance with the terms of this agreement and to the satisfaction of the Recreation Director for the Town of Goshen, who is the town's authorized agent with respect to this agreement, and who shall have free access to the areas licensed to Licensee at all times. In the event that the Licensee breaches any of the terms and conditions of this agreement, and continues such breach after a request by the Recreation Director for the Town of Goshen to comply with the terms of this agreement, the Recreation Director for the Town of Goshen shall have authority to forthwith terminate this agreement, and close down Licensee's activities at the facilities at Camp Cochipianee. The Town of Goshen will not enter into any new licensing agreement with the Licensee if Licensee has not fully performed all the terms and conditions of this agreement.

#### POLICIES FOR USE OF TOWN OF GOSHEN FACILITIES

- A. Use of the facilities shall not be granted when for any reason as determined by the Town Of Goshen; such use may not be in the best interest of the Town.
- B. The Town Of Goshen is NOT responsible for accidents, injury or loss of individual property in any of its facilities when said facilities are rented to or allowed to be used by any person or organization.
- C. The individual or organization granted use of the facilities shall be held responsible for reimbursing the Town Of Goshen for any loss or damage to Town Of Goshen property caused by such use.
- D. Permission for use of facilities will be granted upon the condition that all rules governing use of facilities will be followed. PERMISSION MAY BE REVOKED AT ANY TIME FOR FAILURE TO DO SO. These rules are subject to change by the TOWN OF GOSHEN.
- E. Please plan carefully. Facility will **NOT** be open to guests **PRIOR** to the agreed start time stated above.
- F. Facility must be completely vacated no later than 10:00 pm. If the facility is not vacated by contracted end time, overtime fees of \$100 per hour will be added.
- G. Alcohol is defined as beer, wine and champagne. No Liquor or Alcohol of any other kind is allowed in or around the facility.

#### RULES FOR FACILITY USE

- A. The Town Of Goshen is a Drug Free Zone; therefore drug use is prohibited on Town Of Goshen property.
- B. No weapons of any kind are allowed on the premises, including the parking lot.
- C. The use of amplified equipment, of any type, is expressly prohibited in the facility without written permission from Town Of Goshen.
- D. The consumption of alcohol is prohibited on Town of Goshen property.
- E. Receptacles for trash and recyclables are provided by the Town Of Goshen and must be used appropriately.
- F. Any alcohol found in or around the facility for events will result in IMMEDIATE SHUT DOWN of the event.
- G. Extra janitorial fees incurred as a result of violations of the contract will be billed.
- H. Failure to comply with any of the above stated policies may result in cancellation of contract and forfeiture of fees.

#### RENTER RESPONSIBILITIES

- A. Renter is responsible for the conduct and control of all participants at the event.
- B. Renter shall be responsible for ensuring that parking is permitted in designated parking areas only. There shall be no parking at any time for any reason on any grass areas or on the athletic fields.
- C. Renter is responsible for clearing tables and removing any personal items/equipment from the premises.
- D. Renter is responsible for vacating the premises on time. All serving of food MUST be stopped one hour PRIOR to contracted end time to ensure on time departure.
- E. It is renter's responsibility to make sure the fees are paid on time.
- F. The renter is responsible for the removal of all garbage and waste to the dumpster outside Kobylenski Lodge.
- G. Care of the grounds, buildings, and all tangible personal property in a neat, clean and orderly manner.
- H. The renter is responsible for proper parking and traffic control.
- Set-up and clean-up. At the termination of Licensee's occupancy, the facilities at Camp Cochipianee shall be left in a condition satisfactory to the Recreation Director for the Town of Goshen.

#### RESERVATIONS

**Application:** Any person or group wishing to use the facility must fill out the above application. If the schedule is clear for the date requested, staff will assign a category and estimate the fees. **Fees are due in FULL upon booking approval.** 

**Availability:** The Camp Coch property is open for use on a scheduled basis from 7:00 am - 10:00 pm daily. No event shall be allowed beyond the 10:00 pm deadline (including clean-up).

**Approval:** If this application for use is found to be in good order, the user of the facility shall be instructed to **pay via the Myrec system immediately to hold the reservation.** Reservations will be issued to adults 18+ only.

- A. Users shall be required to provide liability insurance naming the TOWN OF GOSHEN as additional insured from an "A" rated company. Both a certificate of insurance and a Policy Endorsement are needed. A copy of each shall be provided to TOWN OF GOSHEN.
- B. The TOWN OF GOSHEN reserves the right to refuse to permit any activity which is inappropriate for a public facility or not compatible with the structure and/or surrounding neighborhood. In no case will a refusal be based on the applicants or attendees race, color, national origin or sex.
- C. The TOWN OF GOSHEN reserves the right to cancel any applicant's reservation with 14 days notice due to a scheduling conflict, or with no notice in the event of an emergency closure of the facility. Any fees already paid will be reimbursed.
- D. Standing reservations for use of the TOWN OF GOSHEN facility shall be granted for no more than one use in any one-year period for up to one calendar. Requests for recurring use shall be submitted each year.

#### **Security Deposit**

The security deposit will be refunded AFTER the event upon satisfactory inspection of the facilities by the Town of Goshen Recreation Director.

#### Cancelation

In the event of cancellation less than thirty (30) days prior to the event, only one-half of the security deposit will be refunded. **Payment Due** 

Failure to pay the license fee at least seven (7) days before the event shall constitute a cancellation.

#### INSURANCE REQUIREMENTS

#### Who needs to be insured?

- All official teams reserving the field
- All outdoor events (FOR-PROFIT, NON PROFIT & PRIVATE RESIDENTS)
- All indoor events (FOR-PROFIT, NON PROFIT & PRIVATE RESIDENTS)

#### Who does NOT need to be insured?

• Not for profit re-occurring indoor Goshen groups

#### Do you need insurance?

1. Obtain insurance from TULIP https://tulip.intactspecialty.com/e/tulip/apply.aspx

#### Camp Coch Venue ID Code: 0501-098

The Town of Goshen may, at its sole and absolute discretion, require Licensee to obtain, at its sole cost and expense, general liability insurance from the Tenant User Liability Insurance Program (TULIP) in the amount of One Million (\$1,000,000) Dollars. TULIP is a cost-effective insurance program sponsored by the National League of Cities through which persons utilizing Town property can obtain low-cost insurance coverage for themselves and for the Town of Goshen. In cases where insurance will be required, the Town of Goshen will provide Licensee with the email address and other information necessary to obtain insurance through TULIP. Upon payment of the insurance premium, TULIP will issue to Licensee a Certificate of Insurance naming both the Licensee and the Town of Goshen as insured's. Licensee shall furnish such Certificate of Insurance, in form satisfactory to the Town of Goshen, to the Town no less than seven (7) business days prior to the event. Failure to provide such Certificate of Insurance to the Town at least seven (7) business days prior to the event shall be considered a breach of this agreement, and the event shall be cancelled. If for any reason insurance through TULIP is unavailable, the Town of Goshen reserves the right, at its sole and absolute discretion, to select an alternate insurance provider, to waive the insurance requirement or to rescind this agreement and cancel the event.

#### Already have insurance? One Million (\$1,000,000) Dollars coverage minimum

- 1. Ask your insurance representative for an insurance certificate (standard accord form) with the exact phrasing listed below.
- 2. Scan and attach your insurance certificate to this form for processing

#### YOUR INSURANCE MUST INCLUDE THIS EXACT PHRASING TO BE ACCEPTED:

"Town of Goshen, its agents, employees, elected officials and volunteers as additional insured for general liability. Renter and Renters general liability insurer waive all rights of subrogation against the Town of Goshen arising from the use of Town of Goshen facilities."

All of Licensee's activities at the facilities at Camp Cochipianee shall be carried out in accordance with the terms of this agreement and to the satisfaction of the Recreation Director for the Town of

Goshen, who is the town's authorized agent with respect to this agreement, and who shall have free access to the areas licensed to Licensee at all times. In the event that the Licensee breaches any of the terms and conditions of this agreement, and continues such breach after a request by the Recreation

Director for the Town of Goshen to comply with the terms of this agreement, the Recreation

Director for the Town of Goshen shall have authority to forthwith terminate this agreement, and close down Licensee's activities at the facilities at Camp Cochipianee. The Town of Goshen will not enter into any new licensing agreement with the Licensee if Licensee has not fully performed all the terms and conditions of this agreement.

#### **Indemnification:**

Licensee agrees to indemnify, defend and hold the Town of Goshen harmless from and against any and all claims for damages to persons and/or property arising from the occupancy and use of the facilities at Camp Cochipianee licensed hereunder, including the related parking areas, buildings and equipment, by the Licensee, its servants, agents, invitees, and licensees, and whether before and after the stated term of this agreement, or for the stated purpose of this agreement. Licensee will be responsible for, and shall indemnify, defend, and hold the Town of Goshen harmless from and against any and all claims for damages to Licensee's property and that of Licensee's agents, employees, invitees, and licensees related to the use and occupancy of the facilities at Camp Cochipianee.

#### **PROMOTION**

- A. Any advertising or promotion done for any event to be held at TOWN OF GOSHEN facility must comply with all the laws and ordinances of *THE TOWN OF GOSHEN*. Litchfield County, and the State of Connecticut.
- B. All applicants must obtain written permission by Town Of Goshen prior to any type of recording of an event or activity at the Town Of Goshen facility if it is to be used for public distribution via any media.
- C. No written materials shall be placed, on or about Town Of Goshen facility without prior written approval from the Recreation Director
- D. Any promotional or written materials available to the public attending your event must be approved by the Recreation Director.

#### CONCESSIONS AND KITCHEN USE

- A. The Town Of Goshen has the right to approve and regulate food and drink concessions.
- B. No food or drink will be allowed in the facility unless authorized by Town Of Goshen.
- C. On-premise sales or solicitations during a rental (i.e.: programs, T-shirts, etc.) by profit making groups must relate to the event and must be approved by Town Of Goshen.
- D. Kitchen use at the Camp Coch is subject to payment of an additional clean-up fee.
- E. Caterers and/or the renter must coordinate their set-up time with Town Of Goshen prior to the event. The applicant is allowed to bring in food and stage it in the kitchen area. Cooking is not allowed in the Kobylenski Lodge kitchen. Food may be served in the multi-purpose room.

#### SET-UP AND CLEAN UP

- A. Set-ups are to be completed by the applicant during rental agreement hours.
- B. Equipment must be reserved in advance. No equipment shall be removed from the facility.
- C. Any damage to the premises, or damage or theft of any furnishings or equipment on the premises by the applicant or guests will be charged to the applicant.
- D. All clean-up will be completed by the applicant during rental agreement hours.
- E. Decorations must be approved by the TOWN OF GOSHEN. Examples of prohibited materials for decorating include cellophane adhesives, nails, screws, staples and adhesive tape. Plastic detachable hooks are recommended.

#### **FEES**

#### Please refer to the Facility Rental Master Fee Schedule for complete details

- 1. Required attendant fees are built into the flat rates listed below.
- 2. A nonrefundable janitorial fee will be charged according to the number of participants (see fees below).
- 3. A trash fee may be charged depending upon the purpose of the rental (see fees below).

#### NON-PROFIT STATUS

For Non-Profit status, a letter from the State of Connecticut or the IRS is necessary with the submission of each application.

# Facility Rental Fees \*Rates are subject to change

Kobylenski Lodge (Camp Cochipianee)	Description	NON-PROFIT EVENT (Maintenance fee)	PRIVATE RESIDENT (1-6 hour event)	NON-RES & FOR PROFIT (1-6 hour event)	Not for Profit Reoccurring Goshen Groups
	<ul> <li>West Wing including kitchen and restrooms</li> </ul>				
West Wing	<ul> <li>Capacity: 28 sitting, 60 standing</li> </ul>	\$50	\$75	\$175	FREE
Basement Meeting Room	<ul> <li>Basement Meeting Room, excluding upstairs kitchen and restrooms</li> <li>Capacity: 90 sitting, 150 standing</li> <li>Rental of this room provides no access to upstairs. Outdoor privies and access to water is available.</li> </ul>	\$50	\$125	\$225	FREE
Main Lodge Large Room	<ul><li>Large room in main lodge, including kitchen and restrooms</li><li>Capacity: 160 sitting, 225 standing</li></ul>	\$50	\$250	\$350	FREE

Outdoor Spaces (Camp Cochipianee)	Description	NON-PROFIT EVENT (Maintenance fee)	PRIVATE RESIDENT (1-6 hour event)	NON-RES & FOR PROFIT (1-6 hour event)	TEAMS/ Clubs (6-8 weeks 1 day a week)
Beach		\$50	\$50	\$100	FREE
Lower Field (Behind Main					
Building)		\$50	\$50	\$100	FREE
Soccer Field		\$50	FREE	\$100	FREE
Softball Field		\$50	FREE	\$100	FREE

Additional Offerings	Description	Fee
Janitorial Fee (100+ attendants)	A nonrefundable janitorial fee will be charged for events 100+ attendants	\$75
Trash Removal	A trash fee may be charged depending upon the purpose of the rental (1 dumpster)	\$100
Projector & Screen Rental	Use of the projector and screen while inside the facility.	\$75
Landscaping Maintenance	(As needed in extreme circumstances)	-

### SET-UP AND CLEAN UP CHECKLIST

- o Tables and chairs are put back into place
- o Floors are swept & free from spilled food or drink
- Kitchen counters and refrigerator is clear of food & drink
- o All garbage has been placed into dumpster outside
- o All outdoor decorations & signage have been removed
- All personal belongings are removed from the building
- All light are off
- o Key is returned to Park and Recreation Director Katie Hennessy (860) 601-6089